

**TAB 23**

**INSTRUCTIONS FOR USE  
RELEASE OF CLAIMS AND FINAL PAYMENT**

Include the Release of Claims and Final Payment form as an exhibit to the Subcontract.

RELEASE AND CERTIFICATE OF FINAL PAYMENT

With reference to Subcontract No. *[Insert Subcontract Number]* dated *[Insert Effective Date of Subcontract]*, as modified (Subcontract), between the undersigned (Subcontractor) and Kaiser-Hill Company L.L.C. *[Insert the name of the Kaiser-Hill team member if the Subcontract is not with Kaiser-Hill.]*, the undersigned hereby certifies and represents that it has made full payment of all costs, charges, and expenses that it has incurred or that has been incurred on its behalf for work, labor, services, materials, and equipment provided under and/or used in connection with its work under this Subcontract.

The undersigned further certifies that to the undersigned's best knowledge and belief, each of the undersigned's lower-tier subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials, and equipment provided under and/or used by them in connection with the undersigned's work under this Subcontract.

In consideration of \$\_\_\_\_\_ as final payment under this Subcontract, the undersigned hereby unconditionally dismisses, releases, and forever discharges Kaiser-Hill Company L.L.C and Kaiser-Hill Team Subcontractors, and from all claims, liens, and obligations of every nature arising out of or in connection with the performance of this Subcontract and all modifications thereto.

As additional consideration for final payment the Subcontractor agrees to indemnify and hold harmless Kaiser-Hill Company L.L.C and Kaiser-Hill Team subcontractors, and Subcontractors and their successors, assigns, directors, officers, agents, and employees and their properties from and against all costs, losses, damages, claims, causes of actions, judgments and expenses, including attorneys' fee arising out of or in connection with claims against the Subcontractor which arise out of the performance of this Subcontract, and which may be asserted by the Subcontractor or any of its suppliers, subcontractors of any tier, or any of their or the undersigned's representatives, officers, agents or employees.

The foregoing shall not relieve the undersigned of the undersigned's obligations under the provisions of this Subcontract, which by their nature survive completion of the work including, without limitation, warranties, guarantees, and indemnities.

Executes this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

"CERTIFICATION"

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Subcontractor and that \_\_\_\_\_ who signed the foregoing Release and Certificate of Final Payment (Release and Certificate) on behalf of Subcontractor was then \_\_\_\_\_ of the Subcontractor and had authority to sign this Release and Certificate for and on behalf of Subcontractor.

Signature \_\_\_\_\_

Date \_\_\_\_\_